

AGREEMENT
BETWEEN
THE TOWNSHIP OF LOPATCONG
AND
COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO
JANUARY 1, 1993 THROUGH DECEMBER 31, 1995

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, by and between the TOWNSHIP OF LOPATCONG, in the County of Warren, New Jersey (hereinafter called the "Township" or "Employer") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter called the "Union") represents the complete and final understanding on all bargainable issues between the Township and the Union.

Handwritten signature

ARTICLE 1

RECOGNITION

The Township hereby recognizes the Communications Workers of America, AFL-CIO, as the sole and exclusive representative of all full-time and regular part-time employees working in excess of twenty (20) hours per week in the Job Classification of Police Dispatcher or Police Records Clerk for the purpose of collective negotiations with respect to terms and conditions of employment.

ARTICLE II

UNION RIGHTS

- A. The Township agrees to provide a bulletin board for the employees in the Bargaining Unit for the posting of Union notices, announcements, etc.
- B. The Township agrees to permit representatives of the Union to enter the premises of the Township for individual discussion of working conditions with bargaining unit employees, so long as prior notice is given to and prior approval is obtained from the Township.
- C. The Union shall have the sole right to designate Shop Stewards and specify their respective Union responsibilities and authority to act for the Union.
- D. One (1) elected representative of the Union shall suffer no loss of straight-time pay to attend negotiations sessions and/or grievance sessions, in the event such sessions are mutually scheduled to be held during the employee's working hours and provided the efficiency of the department is not affected thereby.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, code of conduct and practices in the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40, R.S. 11 or other national, state, county or local laws or ordinances.
- D. All policies, rules, regulations, codes of conduct, practices and procedures referenced in this Article shall be placed in writing and copies provided to the Union.

ARTICLE IV

HOURS OF WORK AND OVERTIME

A. WORK HOURS

- 1. The normal work week shall consist of five (5) days of eight (8) hours each, for a total of a forty (40) hour work week.
- 2. The normal work week of the Clerk shall consist of five (5) days of seven (7) hours each, for a total of a thirty-five (35) hour work week.
- 3. The Township may change the work hours or work week. The Union will be notified at least one (1) week prior to such change.

B. Overtime

- 1. The Clerk will be paid at straight time for all hours worked up to and including eight (8) consecutive hours of work in a day or forty (40) hours of work in any work week.
- 2. Time and one-half (1 1/2) the employee's regular straight-time rate of pay shall be paid for all hours worked by an employee in excess of eight (8) consecutive hours of work.

3. Two (2) times the employee's regular straight-time rate of pay will be paid for work in excess of sixteen (16) consecutive hours of work.
4. In the event an employee is required to work four (4) hours of overtime beyond the employee's regular eight (8) hour shift and is then required to return to work less than twelve (12) hours after the conclusion of such overtime, such employee will be paid an additional four (4) hours of straight time pay to be added to the employee's regular eight (8) hours of straight-time pay for the next shift.

C. EMERGENCY CALL-OUT

An employee called in to work at a time other than his normally scheduled hours, which time is not contiguous to the employee's regular work day, will be paid at time and one-half (1 1/2) times his regular straight-time rate of pay (minimum of two (2) hours).

D. BREAKS

Each employee shall be entitled to one thirty (30) minute lunch period at the approximate mid-point of his or her work day.

ARTICLE V

SALARIES

SALARIES SCHEDULE

Salaries for all employees covered by this Agreement shall be in accordance with Schedule A.

ARTICLE VI

LONGEVITY PAY

Employees having achieved permanent title status under the New Jersey Department of Personnel shall be eligible for longevity pay based on their permanent appointment date. The rate shall be \$210.00 for every five (5) years of permanent title service and payment shall be made with the first pay after the anniversary of the permanent appointment date.

ARTICLE VII

VACATION DAYS

- A. Employees covered by this Agreement shall be entitled to the following annual vacation days with pay as provided herein:

YEARS OF SERVICE

First year of employment	- 1 day earned for each month worked
2nd calendar year through 3 years	- 12 days
4 years through 7 years	- 16 days
8 years through 15 years	- 20 days
16 years through 20 years	- 25 days
21 years and over	- 30 days

- B. Earned vacation days not used in one year may be carried forward until the next succeeding year only.

ARTICLE VIII

HOLIDAYS

- A. The following are recognized paid holidays:

New Year's Day/January 1st
Martin Luther King's Birthday/3rd Monday in January
Washington's Birthday/3rd Monday in February
Good Friday
Memorial Day/4th Monday in May
Independence Day/July 4th
Labor Day/1st Monday in September
Columbus Day/2nd Monday in October
General Election Day
Veterans Day/November 11th
Thanksgiving Day
Friday after Thanksgiving
Christmas Day/December 25th

- B. Any employee who works on any of the above-enumerated holidays, except New Year's Day, Independence Day, Thanksgiving Day and Christmas, shall be entitled, in addition to his regular straight-time pay for the holiday, to receive time and one-half (1 1/2) for all hours worked. Any employee who works on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day, shall be entitled, in addition to his regular straight-time pay for the holiday, to receive double (2) time for all hours worked. An employee shall qualify for holiday pay for time worked beginning at 2300 hours on the eve of said holiday and ending at 2300 hours on the holiday itself.
- C. In determining holiday pay entitlement for the Clerk only, a holiday which falls on a Saturday shall be considered to be celebrated on Friday, and a holiday which falls on a Sunday shall be considered to be celebrated on Monday.
- D. Employees who are entitled to lump sum holiday pay shall receive such lump sum holiday payment in their first pay in December.

ARTICLE IX

SICK LEAVE

- A. Sick leave shall be defined as the absence from duty of any employee, who, because of personal illness, exposure to contagious disease, attendance upon a member of his immediate family who is seriously ill and requires the care or attendance of such employee. For purposes of this Article, "immediate family" shall be defined as the employee's spouse, children, parents and parents-in-law, sister and brothers. Sick leave shall not be interpreted as including extended periods where the employee serves as nurse or housekeeper during a protracted illness of a member of the family.
- B. Each employee shall earn one and one-quarter (1 1/4) days of sick leave per month of service during the first calendar year of employment. Thereafter, the employee will earn fifteen (15) sick days per year to be credited on January 1 of each year. In the event an employee leaves the employ of the Township prior to the end of a calendar year having a zero balance of sick days remaining, such employee will be charged back for those sick days which have been taken but not yet earned.

- C. Any employee leaving the Department for any reason other than being terminated will be paid in full for all unused accumulated sick time not to exceed one hundred-twenty (120) days.
- D. If an employee is absent from work for reasons that entitle him to sick leave, the Chief or designee shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he is absent. Failure to notify the Chief or designee may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- E. Absence without notice for five (5) consecutive days shall constitute a resignation.
- F. Employees are required to report "fit for duty" following sick leave whether or not they are scheduled for work following the illness. This will inform the Township of their availability in the event of emergency call-back.
- G. VERIFICATION OF SICK LEAVE
 - 1. An employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.
 - 2. The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.
- H. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before an employee can return to work.
- I. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE X

PERSONAL LEAVE

Employees shall receive, in addition to vacation and sick leave, three (3) days off with full pay, to be designated as "Personal Days."

ARTICLE XI

JURY DUTY

- A. Any non-probationary full-time employee who loses time from his or her job because of jury duty shall be paid by the Township the difference between his or her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions.
1. The employee has not volunteered for jury duty.
 2. The employees must notify the Township immediately upon receipt of a summons for jury service.
 3. If an employee is called to jury duty during a scheduled vacation period, the employee may reschedule the vacation period.
 4. The employee submits adequate proof of the time served on the jury and the amount received for such service.
- B. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 noon that day in order to receive pay for that day.

ARTICLE XII

MILITARY LEAVE

- A. Military leave will be granted in accordance with New Jersey State Statutes.

- B. Employees shall be required to notify the Township at least two (2) weeks in advance of the required leave. An employee's pay will be withheld until a copy of his or her order is supplied to the Township in order to verify the employee's eligibility for leave.

ARTICLE XIII

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise effecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Employee's Supervisor. Upon request by the employee, the Union Shop Steward may be present at each Step of the grievance procedure.
- C. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of this Agreement.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent.

Step One: The aggrieved or the Union shall institute action under the provisions hereof within ten (10) work days after the event giving rise to the grievance has occurred, (except for grievances alleging incorrect salary payments, where thirty (30) days shall be the time limit) and an earnest effort shall be made to settle the differences between the aggrieved employee and the Police Chief for the purpose of resolving the matter informally. Failure to act within the time limits shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within two (2) work days of the initial discussion with the Police Chief, the employee or the Union may present the grievance in writing within five (5) work days thereafter to the Police Commissioner or his Designated

Representative. The written grievance at this Step shall contain the relevant facts, the applicable Section of the contract violated, and the remedy requested by the grievant. The Police Commissioner will schedule a meeting with the employee and a Union representative within five (5) work days after receipt of the written grievance. The Police Commissioner or his Designated Representative will answer the grievance in writing within three (3) work days of said meeting.

Step Three: If the Union wishes to appeal the decision of the Police Commissioner, such appeal shall be presented in writing to the Township Council or its designated representative within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Council or its designated representative will schedule a meeting with the employee and a Union representative within five (5) work days after receipt of the written submission. The Township Council or its designated representative shall respond in writing within five (5) work days of said meeting.

Step Four: If the grievance is not settled through steps one, two, and three, the Union shall have the right to submit the dispute the arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within twenty (20) work days from the decision of the Township Committee. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.

E.1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute. Furthermore, unless the parties agree otherwise, no more than one (1) issue aside from arbitrability shall be presented to an arbitrator in any single case.

E.2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefor and shall be binding upon the parties; subject, however, to any applicable statutes and case law available to the parties.

- F. Upon prior notice to and authorization of the Township Council, the designated Union representatives shall be permitted as members of the grievance committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township or require the recall of off-duty employees.
- G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE XIV

MAINTENANCE OF WORK OPERATIONS

- A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a police dispatcher from his duties of employment), work stoppage, slowdown, walk-out or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.
- B. The Union agrees that it will make every reasonable effort to prevent its member from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work.

- C. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any Union member shall be deemed grounds for disciplinary action including possible termination of employment of such employee(s).
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach by the Union or its members.
- E. The Township agrees that it will not engage in the lockout of any of its employees.

ARTICLE XV

DISCIPLINE

- A. The Township may suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause. The Union will be furnished a copy of any written disciplinary action within five (5) days of the imposition of such discipline.
- B. Oral discipline is not subject to the grievance procedure. The Union may at the request and on behalf of a grievant contest written discipline not involving any loss of time or pay up to and including Step Three only of the grievance procedure.
- C. Suspension or loss of pay of two (2) days or less may be grieved by the Union at the request of and on behalf of a grievant up to and including Step Three only of the grievance procedure in the first incident per year. In a second or subsequent incident within one year, the Union may at the request and on behalf of a grievant seek any legal remedy to which the employee is entitled.
- D. In the event the Township imposes discipline of three (3), four (4) or five (5) days suspension or loss of pay, the Union may at the request of and on behalf of a grievant contest the matter through the grievance procedure including arbitration.
- E. In the event the Township imposes discipline of six (6) or more days suspension or loss of pay, the Union may at the request and on behalf of an employee appeal the matter to the New Jersey Department of Personnel pursuant to Title IV A of the New Jersey Administrative Code.

ARTICLE XVI

INSURANCE

A. MEDICAL INSURANCE

The Township will continue to provide the Medical Insurance Plan that was in effect as of June 29, 1989 for all employees and their eligible dependents.

B. DENTAL INSURANCE

The Township will continue to provide the Dental Insurance Plan to all employees and their eligible dependents, that was in effect as of June 29, 1989.

C. Temporary Disability Insurance

The Township will continue to enroll all employees in the New Jersey State Temporary Disability Insurance Program with the Township and employees each continuing to share the cost of the plan as required by law.

D. WORKERS COMPENSATION

1. The Township will continue to provide Workers Compensation as required by law.
2. Any employee injured on the job and deemed eligible for Workers Compensation shall receive full pay for any days not covered by Workers Compensation due to a waiting period.

E. LIFE INSURANCE

1. Employees will be enrolled in a convertible group term life insurance plan in the amount of \$20,000.00.

- F. The Township reserves a right at its option to change insurance carriers and all plans or self-insure so long as substantially similar benefits are provided.

ARTICLE XVII

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, as amended, the parties agree that employees shall have the right to freely organize, join and support the Communications Workers of America, and its affiliates for the purpose of engaging in collective negotiations or to refrain from doing so. The parties agree that they shall not directly or indirectly discourage an employee in enjoyment of any right conferred by Chapter 303, Public Laws 1968, and shall not discriminate against any employee by reason of participation or lack of participation in any activities of the Communications Workers of America, AFL-CIO.
- B. An employee shall have the right to inspect his personnel file by giving seven (7) days notice, in writing, at a time established by the department head.

ARTICLE XVIII

RULES AND REGULATIONS

All written rules and regulations shall be provided to the Union immediately upon promulgation.

ARTICLE XIX

DUES DEDUCTION AND AGENCY SHOP

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.
- B.1. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Township Treasurer during the month following the filing of such card with the Township.
- 2. Dues deducted, together with a list of the names and amounts deducted, will be sent to:

Local Treasurer
Communications Workers of America, AFL-CIO
900 Brunswick Avenue
Trenton, N.J. 08638

- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.
- D. The Union will provide the necessary "check-off authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment.
- H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eight-five (85%) percent of the regular membership dues, fees and assessments.
- I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiating and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.
- J. Prior to January 1st of each year, the Union shall provide advance written notice all persons and entitles required by law, the information necessary to compute the fair share fee for services enumerated above.

- K. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.
- L. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township as a result of the Township compliance with this Article.

ARTICLE XX

NON-DISCRIMINATION

The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, age, or political affiliation.

ARTICLE XXI

FUNERAL LEAVE

Employees covered by this Agreement shall suffer no loss of regular straight-time pay, up to a maximum of the number of consecutive days noted below, one (1) of which shall be the day of death or the day of the funeral of the member of the family:

<u>RELATIVE</u>	<u>AMOUNT OF LEAVE</u>
Spouse or Child	Five (5) days
Parent	Five (5) days
Mother-in-Law or Father-in-Law	Three (3) days
Grandparent	Three (3) days
Brother or Sister	Three (3) days
Grandchild	Three (3) days

RELATIVE

AMOUNT OF LEAVE

Any Other Relatives

One (1) day - to be taken on the day of death or day of the funeral or any day between the two. Up to three (3) working days may be granted at the discretion of the Chief.

ARTICLE XXII

SENIORITY

- A. The seniority of an employee is defined as the length of continuous service of a Township employee dating back to his or her last date of hire.
- B. Seniority shall terminate: when the employee resigns; when the employee is discharged; when the employee is laid off for a period in excess of one (1) year; upon leave of absence (not caused by accident or illness) in excess of ninety (90) days; upon absence without leave in excess of three (3) consecutive working days without justifiable reason; and upon failure to an employee to accept recall within one (1) working week's notice of recall from the Township.
- C. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of layoff, recalls and vacation selection. In all cases, however, ability to perform the work in a satisfactory manner and qualifications will be the determining factor(s) in designating the employee to be affected.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV

EMPLOYEE TRAINING

- A. The Township agrees to pay all cost for training required to keep employees employed by the Township.
- B. The Township shall pay mileage expenses at the rate of twenty cents (.20) per mile for use of personal vehicle.

ARTICLE XXV

FULLY BARGAINED AGREEMENT

The parties hereto mutually acknowledge and agree that this Agreement embodies the entire agreement and understanding between the parties on all issues which were or could have been the subject of bargaining.

ARTICLE XXV

TERM AND RENEWAL

This Agreement shall be in effect as of January 1, 1993, and shall remain in effect to and including December 31, 1995, or the terminationn of the Lopatcong Dispatch Center, which ever occurs first. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Lopatcong Township, County of Warren, New Jersey, on this _____ day of _____, _____.

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

By *Paul Polgunt*
CWA LOCAL 1032

ATTEST:

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
LOPATCONG TOWNSHIP REPRESENTATIVE:

Krista Mowrey
KRISTA MOWREY

LOPATCONG TOWNSHIP
WARREN COUNTY, NEW JERSEY

By *William A. Baker Jr.*
William Baker, Mayor

ATTEST:

Helen B. Brunner
Helen B. Brunner, RMC
Municipal Clerk

del. C. 1032

SCHEDULE A

SALARIES

The base hourly rate of pay for 1993, 1994, and 1995 will be as follows:

	<u>1-1-93</u>	<u>1-1-94</u>	<u>1-1-95</u>
Police Records Clerk	\$11.97	\$12.57	\$13.20
Senior Dispatcher (after 5 years of service)	\$11.97	\$12.57	\$13.20
Certified Civil Service Dispatcher	\$10.07	\$10.57	\$11.10
Provisional	\$ 8.39	\$ 8.81	\$ 9.25

2/1/95. PD